

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Applicant:	Blaine D. Gaither	§		
Filed:	02/06/2002	§		
TC/A.U.:	3688	§		
Examiner:	Daniel Lastra	§		
Title:	SYSTEM FOR	§		
	OFFERING SERVICES	§		
	USING NETWORK OF	§		
	UNOWNED	§		
	COMPUTERS	§		
Docket No.:	10018453-1	§		
	(HPC.0713US)	§		

Mail Stop Appeal Brief-Patents

Commissioner for Patents

P.O. Box 1450

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APPEAL BRIEF PURSUANT TO 37 C.F.R § 41.37

Sir:

The final rejection of claims 1-11, 14, 17-21, 26-28, and 33-35 is hereby appealed.

I. REAL PARTY IN INTEREST

The real party in interest is the Hewlett-Packard Development Company, LP. The Hewlett-Packard Development Company, LP, is a limited partnership established under the laws of the State of Texas and has a principal place of business at 11445 Compaq Center Drive West, Houston, TX 77070, U.S.A. (hereinafter "HPDC"). HPDC is a Texas limited partnership and is a wholly-owned affiliate of Hewlett-Packard Company, a Delaware Corporation, headquartered in Palo Alto, CA. The general or managing partner of HPDC is HPQ Holdings, LLC.

II. RELATED APPEALS AND INTERFERENCES

None.

III. STATUS OF THE CLAIMS

Claims 1-11, 14, 17-21, 26-28, and 33-35 have been finally rejected and are the subject of this appeal.

Claims 12-13, 15-16, 22-25, and 29-32 have been cancelled.

IV. STATUS OF AMENDMENTS

No amendment after the final rejection of February 9, 2011 has been submitted. Therefore, all amendments have been entered.

V. SUMMARY OF THE CLAIMED SUBJECT MATTER

The following provides a concise explanation of the subject matter defined in each of the independent claims involved in the appeal, referring to the specification by page and line number and to the drawings by reference characters, as required by 37 C.F.R. § 41.37(c)(1)(v). Each element of the claims is identified by a corresponding reference to the specification and drawings where applicable. Note that the citation to passages in the specification and drawings for each claim element does not imply that limitations from the specification and drawings should be read into the corresponding claim element. Note also that the cited passages are provided as examples, as other passages in the specification or drawings not cited may also be relevant to the corresponding claim elements.

Independent claim 1 recites a method of utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising:

entering (Fig. 1:105) into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers, wherein for each of the computers, the vendor retains the right to use a portion of the processing resource of the corresponding computer while a remaining portion of the processing resource of the corresponding computer is for control by the respective purchaser of the corresponding computer (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12);

conveying (Fig. 1:110), subject to the agreements, the plurality of the computers to said purchasers (Spec., p. 4, ¶ [0019], ln. 1-6); and

using (Fig. 1:130), according to the agreements, a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit, wherein using the network of the plurality of computers to provide the service includes performing the service with the retained portions of the processing resources of the computers (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5).

Independent claim 6 recites a method of utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising:

entering (Fig. 1:105) into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers, wherein for each of the computers, the vendor retains the right to use a portion of the processing resource of the corresponding computer while a remaining portion of the processing resource of the corresponding computer is for control by the respective purchaser of the corresponding computer, wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use storage areas in the respective computers (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12);

conveying (Fig. 1:110), subject to said agreements, the plurality of the computers to said purchasers (Spec., p. 4, ¶ [0019], ln. 1-6);

using (Fig. 1:130) a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5),

wherein the network (Fig. 2:201) comprises a plurality of nodes including the computers and a vendor computer node (Fig. 2:200(1)-200(N));

the vendor computer node maintaining a list of all of the computers connected thereto, along with respective IP addresses for the corresponding computers, and information identifying files stored in the respective retained storage areas of the corresponding computers (Spec., p. 6, ¶ [0026], ln. 1-4); and

in response to a query for a requested file, the vendor computer node accessing the list to identify one or more of the computers storing the requested file to enable retrieval of the requested file in response to the query (Spec., p. 6, ¶ [0026], ln. 4-14).

Independent claim 14 recites a method of utilizing a collective processing capability of a plurality of devices containing embedded processors, after the devices have been sold to purchasers by a vendor, the method comprising:

entering (Fig. 1:105) into an agreement between the vendor and a respective one of the purchasers wherein, with respect to a specific one of the devices to be sold to said respective one of the purchasers, the vendor retains a right to use a portion of the embedded processor of said specific device after the sale thereof while a remaining portion of the embedded processor of said specific device is for control by said respective one of the purchasers (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12);

conveying (Fig. 1:110) the specific device to said respective one of the purchasers, after entering into said agreement (Spec., p. 4, ¶ [0019], ln. 1-6);

repeating (Fig. 1:115) the previous two steps until a predetermined minimum number of the devices that are connectable to a network have been sold (Spec., p. 4, ¶ [0020], ln. 1-7); and

using (Fig. 1:130) the network to provide a service that provides the vendor with a commercial benefit, wherein providing the service includes performing the service with the retained portions of the embedded processors of the devices in the network (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5).

Independent claim 21 recites a method for utilizing a collective processing capability of a plurality of computers comprising:

(a) entering (Fig. 1:105) into an agreement between a vendor of said computers and a purchaser of a corresponding one of the computers, wherein the vendor retains a right to use a portion of a processing resource of the corresponding computer after the sale thereof while a remaining portion of the processing resource of the corresponding computer is for control by said purchaser (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12); and

(b) conveying (Fig. 1:110) said corresponding one of the computers to said purchaser, after entering into said agreement (Spec., p. 4, ¶ [0019], ln. 1-6);

wherein steps (a) and (b) are repeated with a different said purchaser until a number of the computers that are connectable to a network have been sold; and

in response to a request of the vendor or a third party different from the vendor and the purchasers, performing a service with the retained portions of the processing resources of the computers in the network (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5).

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

- A. Claims 1-11, 14, 17-21, 26-28 and 33-34 were rejected under 35 U.S.C. § 101.**
- B. Claims 1-11, 14, 17-21, 26-28 and 33-35 were rejected under 35 U.S.C. § 103(a) as unpatentable over Papalia (U.S. Patent No. 7,430,459) in view of Jones (U.S. Patent No. 2002/0198929).**

VII. ARGUMENT

The claims do not stand or fall together. Instead, Appellant presents separate arguments for various independent and dependent claims. Each of these arguments is separately argued below and presented with separate headings and sub-headings as required by 37 C.F.R. § 41.37(c)(1)(vii).

- A. Claims 1-11, 14, 17-21, 26-28 and 33-34 were rejected under 35 U.S.C. § 101.**

- 1. Claims 1-5, 7-11, 14, 18-21, 26-27, 33-34.**

The claims were rejected as purportedly failing to recite statutory subject matter, based on the allegation that the claims do not recite steps that are tied to a particular machine or apparatus, and that the steps do not transform a particular article to a different state or thing.

Appellant respectfully submits that the foregoing claims recite statutory subject matter. It is clear that the foregoing claims satisfy at least the machine-or-transformation test of *In re Bilski*. See *In re Bilski*, 545 F.3d 943, 956 (Fed. Cir. 2008) (*en banc*), *cert. granted*, 129 S. Ct. 2735 (2009). As held by *In re Bilski*, a “claimed process is surely patent-eligible under § 101 if: (1) it is tied to a particular machine or apparatus or (2) it transforms a particular article into a different state or thing.” *Id.* at 954.

The “using” clause of claim 1 specifically recites using a network of the plurality of computers, which clearly indicates that at least the “using” clause of claim 1 is tied to particular

machines, namely, the plurality of computers. Moreover, the “using” clause of claim 1 further recites performing the service with the retained portions of the processing resources of the computers, which further ties the “using” clause of claim 1 to particular machines or apparatus.

Therefore, claim 1 is directed to statutory subject matter. Independent claims 14 and 21 are similarly directed to statutory subject matter.

Reversal of the § 101 rejection of the above claims is respectfully requested.

2. Claims 6, 17.

Each of claims 6 and 17 are directed to statutory subject matter for similar reasons as specified above. Moreover, claim 6 further recites, in the last two clauses, the vendor **computer** node performing respective tasks. Therefore, at least these two clauses of claim 6 are tied to a particular machine or apparatus, namely the “vendor computer node.”

Claims 6 and 17 are therefore further allowable for the foregoing reasons.

Reversal of the § 101 rejection of the above claims is respectfully requested.

3. Claim 28.

Claim 28 is directed to statutory subject matter for similar reasons as set forth above with respect to claim 1. Moreover, claim 28 further recites, in the last clause, running software on at least one of the computers, which ties at least this step of claim 28 to a particular machine or apparatus, namely at least one computer.

Claim 28 is therefore further allowable for the foregoing reasons.

Reversal of the § 101 rejection of the above claim is respectfully requested.

B. Claims 1-11, 14, 17-21, 26-28 and 33-35 were rejected under 35 U.S.C. § 103(a) as unpatentable over Papalia (U.S. Patent No. 7,430,459) in view of Jones (U.S. Patent No. 2002/0198929).

1. Claims 1-5, 7-11, 28, 33.

Independent claim 1 recites a method of utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising:

entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers, wherein for each of the computers, the vendor retains the right to use a portion of the processing resource of the corresponding computer while a remaining portion of the processing resource of the corresponding computer is for control by the respective purchaser of the corresponding computer;

conveying, subject to the agreements, the plurality of the computers to said purchasers; and

using, according to the agreements, a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit, wherein using the network of the plurality of computers to provide the service includes performing the service with the retained portions of the processing resources of the computers.

It is respectfully submitted that the obviousness rejection of claim 1 over Papalia and Jones is erroneous.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as held by the U.S. Supreme Court, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

As conceded by the Examiner, Papalia does not disclose “computers.” 02/09/2011 Office Action at 4. Instead, the Examiner cited Jones as disclosing “computers.” *Id.* at 4-5.

It is noted that Papalia actually discloses the provision of power machines (such as fuel cells), free of charge, to customers, for provision at the homes of the customers. Papalia, 2:55-59. Importantly, note that the power machines are at all times under the control of the “aggregator,” which is the entity that provides decision data regarding the economic costs involved in receiving power from the power grid and in generating power from the local power machines. *Id.*, 4:30-33. The aggregator can actuate the local power machines in the homes of customers for one of several economic reasons, such as when the power grid goes down, and based on comparisons of price of electricity and natural gas. *Id.*, 5:32-60. In all instances, it is clear that the aggregator maintains central control of the local power machines at the homes of customers. There clearly is no hint given in Papalia of entering into agreements that specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers, where for each of the computers, the vendor retains the right to use a **portion** of the processing resource of the corresponding computer while a **remaining portion** of the processing resource of the corresponding computer is for **control by the respective purchaser of the corresponding computer**.

It is clear that Papalia contemplates total central control of the power machines by the aggregator, with no control of the power machines given to the customers. Given the scheme of Papalia, it would make no sense to give control of the local power machines to individual customers, as doing so would defeat the intended purpose of Papalia, which is to allow for the aggregator to monitor economic conditions for determining whether or not local power machines should be turned on. Allowing customers to control the local power machines would strip

control from the aggregator, and would make it difficult if not impossible for the aggregator to perform the control of actuation of the local power machines to achieve desired goals of the aggregator.

Although the secondary reference, Jones, discloses the ability of clients to contribute resources for peer-to-peer sharing, such that a master can determine the priorities of requests of the respective clients, there is no hint given in Jones regarding entering into agreements between the vendor and respective purchasers, where the vendor retains the right to use portions of the corresponding computers (while remaining portions remain under the control of the purchasers), where the purchasers were sold the computers by the vendor, and where the plurality of computers are conveyed, subject to the agreements, to the purchasers.

In view of the foregoing, it is respectfully submitted that even if Papalia and Jones could be hypothetically combined, the hypothetical combination of the references would not have led to the subject matter of claim 1.

Moreover, in view of the significant differences between the claimed subject matter and the teachings of Papalia and Jones, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of Papalia and Jones to achieve the subject matter of claim 1. As explained above, Papalia contemplates total central control of power machines by an aggregator, with no control of the power machines given to customers. A person of ordinary skill in the art, in view of the teachings of Papalia of the desirability to maintain control by the aggregator of power machines given to customers, would not have been led to modify Papalia to achieve the following:

the vendor retaining the right to use a portion of the processing resource of the corresponding computer **while a remaining portion of the processing resource of the corresponding computer is for control by the respective purchaser of the corresponding computer.**

Allowing individual customers to use the local power machines would defeat the intended purpose of Papalia, which is to allow for the aggregator to monitor economic conditions for determining whether or not local power machines should be turned on. Allowing customers to control the local power machines would interfere with control by the aggregator, which would be inconsistent with the goals of Papalia.

Therefore, it is clear that a person of ordinary skill in the art would have found no reason to combine the teachings of Papalia with Jones to achieve the claimed subject matter.

It is respectfully submitted that the obviousness rejection of claim 1 and its dependent claims is clearly erroneous.

Reversal of the final rejection of the above claims is respectfully requested.

2. Claim 6.

Independent claim 6 is allowable for similar reasons as claim 1. Moreover, the obviousness rejection of claim 6 is further defective on other grounds.

First, the Examiner erred in arguing that Papalia discloses entering into the plurality of agreements to retain a right to use **storage areas** in the respective computers. As purportedly disclosing this feature, the Examiner cited column 5, lines 20-45, of Papalia. 2/9/2011 Office Action at 8. This cited passage of Papalia refers to the aggregator offering power machines to the customers free of charge, and the aggregator controlling actuation of the power machines under various economic conditions. There is absolutely no hint regarding entering into agreements to retain a right to use **storage areas** in the respective computers.

The Office Action conceded that Papalia fails to disclose the following elements of claim 6:

the vendor computer node maintaining a list of all of the computers connected thereto, along with respective IP addresses for the corresponding computers, and information identifying files stored in the respective retained storage areas of the corresponding computers; and

in response to a query for a requested file, the vendor computer node accessing the list to identify one or more of the computers storing the requested file to enable retrieval of the requested file in response to the query.

Id. at 8-9. Instead, the Examiner cited Jones, and specifically, ¶¶ [0006] and [0017] of Jones, as purportedly disclosing the claimed subject matter conceded to be missing from Papalia.

Paragraph [0006] of Jones refers to using peer-to-peer technology to offload demands from master servers to nearby clients that are downloading the same content for their own use. As explained in ¶ [0006] of Jones, the master server divides a large file into small pieces that are downloaded to first client machines that request a file. These client machines will then function as peer-to-peer servers. Subsequent requests from new client machines are then redirected by the master server to the client machines which already have the required file pieces. Paragraph [0017] of Jones describes a network data processing system with a network that represents a collection of networks and gateways.

However, there is no teaching in the foregoing passages of Jones regarding the vendor computer node that maintains a list of all the computers connected thereto, along with respective IP addresses for the corresponding computers, along with information identifying files stored in the respective retained storage areas of the corresponding computers. Moreover, there is no hint in the cited passages regarding the vendor computer node, in response to a query for a requested file, accessing the list of all computers to identify one or more computers storing the requested file to enable retrieval of the requested file in response to the query.

In addition, there is no hint in the teachings of Jones regarding entering into agreements to retain a right to use storage areas in respective computers, as claimed.

In view of the foregoing, it is clear that even if Papalia and Jones could be hypothetically combined, the hypothetical combination of the references would not have led to the subject matter of claim 6. Moreover, in view of the significant differences between the claimed subject matter and the teachings of Papalia and Jones, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of Papalia and Jones to achieve the subject matter of claim 6.

Claim 6 is therefore non-obvious over Papalia and Jones.

Reversal of the final rejection of the above claims is respectfully requested

3. Claims 14, 18-20, 34.

Independent claim 14 recites a method of utilizing a collective processing capability of a plurality of devices containing embedded processors, after the devices have been sold to purchasers by a vendor, the method comprising:

entering into an agreement between the vendor and a respective one of the purchasers wherein, with respect to a specific one of the devices to be sold to said respective one of the purchasers, the vendor retains a right to use a portion of the embedded processor of said specific device after the sale thereof while a remaining portion of the embedded processor of said specific device is for control by said respective one of the purchasers;

conveying the specific device to said respective one of the purchasers, after entering into said agreement;

repeating the previous two steps until a predetermined minimum number of the devices that are connectable to a network have been sold; and

using the network to provide a service that provides the vendor with a commercial benefit, wherein providing the service includes performing the service with the retained portions of the embedded processors of the devices in the network.

With respect to claim 14, the Examiner erred in arguing that Papalia discloses the vendor retaining a right to use a portion of the embedded processor of the specific device after the sale thereof while a remaining portion of the embedded processor of the specific device is for control by the respective one of the purchasers. As purportedly disclosing the foregoing claimed subject

matter, the Examiner cited column 5, lines 20-45, of Papalia. 02/09/2011 Office Action at 13. This passage of Papalia refers to an aggregator leasing power machines from a distributor. The aggregator solicits customers for the power machines, and offers the machines to the customers free of charge. Papalia, 5:23-26. Importantly, note that the power machines are at all times under the control of the aggregator. *Id.*, 4:30-33. Clearly, there is no hint, contrary to the Examiner's allegation, of entering into any agreement where a vendor retains a right to use a portion of an embedded processor while a remaining portion of the embedded processor is for control by the respective purchaser.

The Examiner also conceded that Papalia fails to disclose repeating the "entering" and "conveying" elements of claim 14 "until a predetermined minimum number of the devices that are connectable to a network have been sold." 02/09/2011 Office Action at 13. The Examiner argued that Jones discloses this feature, citing ¶ [0006] of Jones. This passage of Jones refers to peer-to-peer technology to offload demands from master servers to nearby clients. The master server divides a large file into small pieces and then downloads the files to client machines. Jones, ¶ [0006]. However, this passage of Jones provides no hint of repeating the "entering" and "conveying" elements of claim 14 until a predetermined minimum number of the devices that are connectable to a network have been sold.

Therefore, even if Papalia and Jones could be hypothetically combined the hypothetical combination of the references would not have led to the subject matter of claim 14. Moreover, for reasons stated above with respect to claim 1, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of Papalia and Jones to achieve the claimed subject matter.

Therefore, the obviousness rejection of claim 14 and its dependent claims is erroneous.

Reversal of the final rejection of the above claims is respectfully requested.

4. Claim 17.

Claim 17 depends from claim 14 and is therefore allowable for at least the same reasons as claim 14. Moreover, claim 17 is further allowable for additional reasons set forth for claim 6.

Reversal of the final rejection of the above claims is respectfully requested.

5. Claims 21, 35.

Independent claim 21 recites a method for utilizing a collective processing capability of a plurality of computers comprising:

(a) entering into an agreement between a vendor of said computers and a purchaser of a corresponding one of the computers, wherein the vendor retains a right to use a portion of a processing resource of the corresponding computer after the sale thereof while a remaining portion of the processing resource of the corresponding computer is for control by said purchaser; and

(b) conveying said corresponding one of the computers to said purchaser, after entering into said agreement;

wherein steps (a) and (b) are repeated with a different said purchaser until a number of the computers that are connectable to a network have been sold; and

in response to a request of the vendor or a third party different from the vendor and the purchasers, performing a service with the retained portions of the processing resources of the computers in the network.

Claim 21 is allowable for similar reasons as stated above with respect to claim 1. It is respectfully submitted that the obviousness rejection of claim 21 and its dependent claim is clearly erroneous.

Reversal of the final rejection of the above claims is respectfully requested.

6. Claim 26.

Claim 26 depends from claim 1 and is therefore allowable for at least the same reasons as claim 1. Moreover, claim 26 further recites:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use secure storage areas in the computers to store data of the vendor.

The Examiner argued that column 5, lines 20-65, of Papalia discloses the foregoing subject matter of claim 26. 02/09/2011 Office Action at 15. This passage of Papalia refers to an aggregator offering power machines to customers free of charge, and retaining the ability to control the power machines. However, there is absolutely no hint in this passage of Papalia regarding entering into agreements to retain a right to use **secure storage areas** in the computers to store data of the vendor. Jones also provides no hint of the foregoing claimed subject matter.

Therefore, even if Papalia and Jones could be hypothetically combined, the hypothetical combination of the references would not have led to the claimed subject matter of claim 26. Claim 26 is therefore further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

7. Claim 27.

Claim 27 depends from claim 26 and is therefore allowable for at least the same reasons as claim 26. Moreover, claim 27 further recites:

wherein retaining the right to use the secure storage areas comprises retaining the right to use virtual environments in the computers for storing the vendor data.

The rejection of claim 27 referred to “the same argument made in claim 1.” 02/09/2011 Office Action at 15-16. Claim 1 does not recite retaining the right to use **virtual environments** in the computers for storing the vendor data. It is clear that the aggregator of Papalia does not retain the right to use **virtual environments** in computers, since the aggregator of Papalia merely offers power machines that the aggregator controls. Jones also provides no hint of the subject matter of claim 27.

Therefore, even if Papalia and Jones could be hypothetically combined, the hypothetical combination of the references would not have led to the subject matter of claim 27.

The obviousness rejection of claim 27 is therefore further defective for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

CONCLUSION

In view of the foregoing, reversal of all final rejections and allowance of all pending claims is respectfully requested.

Respectfully submitted,

Date: July 6, 2011

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VIII. APPENDIX OF APPEALED CLAIMS

Claims 12-13, 15-16, 22-25, and 29-32 have been cancelled.

The claims on appeal are:

1 1. A method of utilizing a collective processing capability of a plurality of
2 computers after the computers have been sold to purchasers by a vendor, the method comprising:
3 entering into a plurality of agreements, each of which is between the vendor and a
4 different one of the purchasers, wherein the agreements specify that the vendor retains a right to
5 use processing resources of the corresponding computers after the sale of the computers, wherein
6 for each of the computers, the vendor retains the right to use a portion of the processing resource
7 of the corresponding computer while a remaining portion of the processing resource of the
8 corresponding computer is for control by the respective purchaser of the corresponding
9 computer;
10 conveying, subject to the agreements, the plurality of the computers to said purchasers;
11 and
12 using, according to the agreements, a network of the plurality of computers to provide a
13 service that provides the vendor with a commercial benefit, wherein using the network of the
14 plurality of computers to provide the service includes performing the service with the retained
15 portions of the processing resources of the computers.

1 2. The method of claim 1, wherein each one of said plurality of agreements is
2 entered into prior to the sale of a respective said specific one of the computers.

1 3. The method of claim 1, wherein each agreement provides a purchasing incentive
2 to each of the purchasers.

1 4. The method of claim 1, wherein, in response to a query generated by a first one of
2 the computers and received by a second one of the computers, using the processing resource of
3 the second one of the computers to send data from the second one of the computers to the first
4 one of the computers, wherein the processing resource of the second one of the computers used
5 is the portion of the processing resource retained by a corresponding one of the agreements.

1 5. The method of claim 4, wherein said data comprises an Internet web page.

1 6. A method of utilizing a collective processing capability of a plurality of
2 computers after the computers have been sold to purchasers by a vendor, the method comprising:
3 entering into a plurality of agreements, each of which is between the vendor and a
4 different one of the purchasers, wherein the agreements specify that the vendor retains a right to
5 use processing resources of the corresponding computers after the sale of the computers, wherein
6 for each of the computers, the vendor retains the right to use a portion of the processing resource
7 of the corresponding computer while a remaining portion of the processing resource of the
8 corresponding computer is for control by the respective purchaser of the corresponding
9 computer, wherein entering into the plurality of agreements further comprises entering into the
10 plurality of agreements to retain a right to use storage areas in the respective computers;
11 conveying, subject to said agreements, the plurality of the computers to said purchasers;
12 using a network of the plurality of computers to provide a service that provides the
13 vendor with a commercial benefit,
14 wherein the network comprises a plurality of nodes including the computers and a vendor
15 computer node;
16 the vendor computer node maintaining a list of all of the computers connected thereto,
17 along with respective IP addresses for the corresponding computers, and information identifying
18 files stored in the respective retained storage areas of the corresponding computers; and
19 in response to a query for a requested file, the vendor computer node accessing the list to
20 identify one or more of the computers storing the requested file to enable retrieval of the
21 requested file in response to the query.

1 7. The method of claim 1, wherein the network comprises a plurality of peers, each
2 of which includes a corresponding one of the computers, the method further comprising:
3 configuring each of the peers in the network as a servent that acts as both a client and a
4 server to distribute data between the peers in response to a query generated by one of the peers.

1 8. The method of claim 7, further comprising:
2 distributing said query between successive said peers until the query is received by one of
3 the peers having access to said data; and
4 distributing said data between successive said peers until the data is received by said one
5 of the peers that generated the query.

1 9. The method of claim 1, wherein said network includes said computers used by
2 entities not in privity with the vendor.

1 10. The method of claim 1, wherein retaining the right to use said processing
2 resources comprises retaining the right to use low-priority processor cycles of the corresponding
3 computers to effect said service.

1 11. The method of claim 1, wherein retaining the right to use said processing
2 resources comprises retaining the right to use a predetermined amount of processor time within a
3 fixed interval of time in each of the computers to effect said service.

1 14. A method of utilizing a collective processing capability of a plurality of devices
2 containing embedded processors, after the devices have been sold to purchasers by a vendor, the
3 method comprising:

4 entering into an agreement between the vendor and a respective one of the purchasers
5 wherein, with respect to a specific one of the devices to be sold to said respective one of the
6 purchasers, the vendor retains a right to use a portion of the embedded processor of said specific
7 device after the sale thereof while a remaining portion of the embedded processor of said specific
8 device is for control by said respective one of the purchasers;

9 conveying the specific device to said respective one of the purchasers, after entering into
10 said agreement;

11 repeating the previous two steps until a predetermined minimum number of the devices
12 that are connectable to a network have been sold; and

13 using the network to provide a service that provides the vendor with a commercial
14 benefit, wherein providing the service includes performing the service with the retained portions
15 of the embedded processors of the devices in the network.

1 17. The method of claim 14, wherein entering into the agreements further comprises
2 entering into the agreements to retain a right to use storage areas of the devices, wherein the
3 network comprises a plurality of nodes including the devices and a vendor computer node, the
4 method further comprising:

5 the vendor computer node maintaining a list of all of the devices connected thereto, along
6 with respective IP addresses for the corresponding devices, and information identifying files
7 stored in the respective retained storage areas of the corresponding devices; and

8 in response to a query for a requested file, the vendor computer node accessing the list to
9 identify one or more of the devices storing the requested file to enable retrieval of the requested
10 file in response to the query.

1 18. The method of claim 14, wherein the network comprises a plurality of peers, each
2 of which includes one of the devices, the method further comprising:

3 configuring each of the peers in the network as a servent that acts as both a client and a
4 server to distribute data between the peers in response to a query generated by one of the peers.

1 19. The method of claim 14, wherein the right to use a portion of the embedded
2 processor of said specific one of the devices includes the right to use low-priority processor
3 cycles of the specific one of the devices to effect said service.

1 20. The method of claim 14, wherein the right to use a portion of the embedded
2 processor of said specific one of the devices includes the right to use a predetermined amount of
3 processor time within a fixed interval of time in the specific one of the devices to effect said
4 service.

1 21. A method for utilizing a collective processing capability of a plurality of
2 computers comprising:

3 (a) entering into an agreement between a vendor of said computers and a purchaser of a
4 corresponding one of the computers, wherein the vendor retains a right to use a portion of a
5 processing resource of the corresponding computer after the sale thereof while a remaining
6 portion of the processing resource of the corresponding computer is for control by said
7 purchaser; and

8 (b) conveying said corresponding one of the computers to said purchaser, after entering
9 into said agreement;

10 wherein steps (a) and (b) are repeated with a different said purchaser until a number of
11 the computers that are connectable to a network have been sold; and

12 in response to a request of the vendor or a third party different from the vendor and the
13 purchasers, performing a service with the retained portions of the processing resources of the
14 computers in the network.

1 26. The method of claim 1, wherein entering into the plurality of agreements further
2 comprises entering into the plurality of agreements to retain a right to use secure storage areas in
3 the computers to store data of the vendor.

1 27. The method of claim 26, wherein retaining the right to use the secure storage
2 areas comprises retaining the right to use virtual environments in the computers for storing the
3 vendor data.

1 28. The method of claim 1, wherein entering into the plurality of agreements further
2 comprises entering into the plurality of agreements to run software of the vendor using the
3 retained portions of the processing resources of the computers, the method further comprising:
4 receiving a request from a requestor for the service, wherein the requestor is the vendor
5 or a third party different from the vendor and the purchasers; and
6 running the software on at least one of the computers in response to the request.

1 33. The method of claim 1, wherein employing the retained portions of the processing
2 resources of the computers is to perform the service in response to a request of the vendor or a
3 third party different from the vendor and the purchasers.

1 34. The method of claim 14, wherein employing the retained portions of the
2 embedded processors of the devices is to perform the service in response to a request of the
3 vendor or a third party different from the vendor and the purchasers.

1 35. The method of claim 21, wherein the agreements further specify that the vendor
2 has retained a right to use storage areas of the plurality of computers, the method further
3 comprising:
4 a computer node associated with the vendor receiving a query for requested data;
5 the computer node responding to the query by accessing information to determine which
6 one or more of the computers in the network contains the requested data in respective one or
7 more retained storage areas; and
8 the computer node providing information to allow retrieval of the requested data.

IX. EVIDENCE APPENDIX

None.

X. RELATED PROCEEDINGS APPENDIX

None.